

**THIS AGREEMENT** is made the \_\_\_\_\_ day of \_\_\_\_\_ 2019  
**B E T W E E N** WATERBEACH PARISH COUNCIL care of The Old Pavilion, Recreation Ground, Cambridge Road, Waterbeach, Cambridge, CB25 9NJ ("the Parish Council") of the one part and SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL of South Cambridgeshire Hall, Cambourne Business Park, Cambourne, Cambridge, CB23 6EA ("the District Council") of the other part

W H E R E A S :

- (1) Under the terms of a Section 106 Agreement ("the Section 106 Agreement") dated 28 March 2018 and made between the District Council (1) Cambridgeshire County Council (2) Foregreen Development Limited (3) and Gibson Close (Waterbeach) LLP (4) contributions of a) £19,448.88 (subject to indexation) is payable towards the upgrade of the sports pavilion, the resurfacing of the car park serving the sports pavilion and playing pitches, new enlarged bowls pavilion and new maintenance equipment ("The Sports Contribution") and b) £8,829.80 (subject to indexation) is payable towards the upgrade of Tillage Hall and the Waterbeach Library Access Point, the building of a new multipurpose community facility on the recreation ground (or elsewhere in the village) and the purchase of land ("The Off-Site Indoor Community Space Contribution") in the circumstances and on the conditions therein prescribed
- (2) The Sports Contribution and Off-Site Indoor Community Space Contribution, £20,345.65 and £9,236.94 respectively, were received by the District Council on 28 November 2019
- (3) The District Council agrees to transfer the Sports Contribution and Off-Site Indoor Community Space Contribution to the Parish Council SUBJECT TO the Parish Council agreeing to comply with those covenants given in the Third Schedule Paragraphs 1, 2 & 5 of the Section 106 Agreement as if those Covenants themselves had been given by the Parish Council in favour of the Owner mutatis mutandis and to provide an indemnity as hereinafter described

NOW THIS DEED WITNESSETH as follows:

IN CONSIDERATION of the payment by the District Council to the Parish Council of the Sports Contribution and Off-Site Indoor Community Space Contribution the Parish Council covenants with the District Council

1. to use the Sports Contribution and Off-Site Indoor Community Space Contribution solely for the purposes specified in the Section 106 Agreement
2. that if it has not applied or made arrangements for the application of all or any part of the Sports Contribution and Off-Site Indoor Community Space Contribution within ten years from 28 November 2019 then those Contributions or unexpended proportion thereof (as the case may be) shall be payable to the Owner as provided in the Section 106 Agreement ("the Owner") with interest accrued from the date of receipt by the Parish Council until such sum is paid in full PROVIDED ALWAYS that if before the expiry of the said ten year period there is any contract or contracts in existence to which the Sports Contribution and Off-Site Indoor Community Space Contribution are attributable and which contract or contracts shall be completed after the expiry of the said ten year period any sum to be repaid to the Owner shall be repaid (together with interest thereon as aforesaid) following payment of the final account in respect of any and all such contracts and the sum to be repaid shall be less all costs incurred and/or paid to provide the said infrastructure pursuant to such contract or contracts

3. that it shall if requested by the Owner produce to the Owner within 28 days of such a request a statement of account as to how the Sports Contribution and Off-Site Indoor Community Space Contribution or any part thereof shall have been spent
4. that it will indemnify the District Council fully against any costs or claims which may arise in respect of any breach by the Parish Council of the terms of this Agreement.

IN WITNESS of which two members of the Parish Council have pursuant to a resolution of the Parish Council passed on \_\_\_\_\_ signed and delivered this Deed on the day and year first above written.

SIGNED AND DELIVERED as a Deed by )  
 Councillor )  
 in the presence of :- )

Witness Signature:

\_\_\_\_\_  
 Witness Name: (Block Capitals)

\_\_\_\_\_  
 Witness Address:

\_\_\_\_\_  
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 \_\_\_\_\_  
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SIGNED AND DELIVERED as a Deed by )  
 Councillor )  
 in the presence of :- )

Witness Signature:

\_\_\_\_\_  
 Witness Name: (Block Capitals)

\_\_\_\_\_  
 Witness Address:

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